

PURCHASE OF SERVICE AGREEMENT

THIS PURCHASE OF SERVICE AGREEMENT, made and entered into on the _____ day of _____, 2022, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A (hereinafter "Government"), and **KENTUCKY VETERANS HALL OF FAME FOUNDATION, INC.** (hereinafter "Foundation"), a Kentucky non-profit corporation, with a principal address of PO Box 1446, Florence, KY 41042.

W I T N E S S E T H:

That for and in consideration of the mutual promises and covenants herein expressed, the Government and the Foundation agree as follows:

1. Government hereby employs Foundation for the period beginning on July 1, 2021, and continuing for a period of twenty-four (24) months from that date, unless within that period Government gives the Foundation thirty (30) days written notice of termination of this Agreement, in which case this Agreement shall terminate thirty (30) days from the date notice is given to the Foundation.
2. The Foundation shall commit to the following provisions pursuant to this Agreement:
 - a. Hold the KY Veterans Hall of Fame announcement and induction events in Lexington for the next two years (2022 and 2023);
 - b. Produce and install a KY Veterans Hall of Fame memorial in Lexington at a mutually agreed upon location;
 - c. Provide sponsorship recognition to Government in promotional materials;
 - d. Publicly recognize Lexington as the host City of the Kentucky Veterans Hall of Fame; and
 - e. Provide Government with one table at induction ceremonies.
3. Government shall pay Foundation the sum of Thirty Thousand Dollars (\$30,000.00), which shall be used exclusively for the services required by this Agreement, said services being more particularly described in paragraph 2.

4. In the event of termination of this Agreement by Government as provided for in paragraph 1 above, Foundation shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required hereunder.

5. Foundation's cancellation of an induction ceremony shall result in the return of 50% of the funds distributed to Foundation by Government. Cancellations made under this provision by Foundation shall be made to Government by written notice and payment of the funds due to be returned.

6. If Foundation postpones (instead of cancels) an induction ceremony, Foundation may retain the distributed funds for the subsequent ceremony. However, the ceremony may not be postponed for more than 12 months.

7. Foundation shall perform all duties and services required by this Agreement faithfully and satisfactorily at the time, place and for the duration prescribed herein. Foundation shall keep itself fully informed of all national and state laws and all municipal ordinances and regulations in any manner affecting the work or performance of this Agreement, and shall at all times observe and comply with such laws, ordinances and regulations, whether or not such laws, ordinances or regulations are mentioned herein, and shall indemnify Government, its officers, agents and employees against any claim or liability arising from and based on the Foundation's violation of any such laws, ordinances or regulations.

8. Foundation represents that it is not required to file federal, state or local income tax returns.

9. The Foundation shall, at the end of each year, submit to Government a report containing a summary of activities related to the services set forth in this agreement.

10. Books of accounts shall be kept by the Foundation and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Foundation. The books of accounts, together with all bonds, notes, bills,

letters and other writings belonging to the Foundation, shall be maintained at the principal place of business of the Foundation as set forth in this Agreement. Government shall have free and complete access to the books, papers and affairs of the Foundation at all reasonable times, and if it desires, it may have the books and papers of the Foundation audited and examined by auditors, accountants or attorneys. Any examination shall be at the expense of the Government.

11. Government may designate such persons as may be necessary to monitor and evaluate the services rendered by the Foundation. The Government, its agents and employees, shall, at all times, have unrestricted access to all places where or in which the services required hereunder are being carried on and conducted. Inspection and monitoring of the work by these authorities shall in no manner be presumed to relieve in any degree the responsibility or obligations of Foundation, or to constitute Foundation an agent of the Government.

12. The right of access guaranteed Government and/or persons designated by the Government in clauses 7 and 8 of this Agreement shall not provide Government or persons designated by the Government access to any material within the possession of the Foundation that is confidential or privileged pursuant to any applicable statute, ordinance, rule or regulation.

13. Foundation shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment and shall cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

14. Foundation shall adopt a written sexual harassment policy, which shall, at a minimum, contain a statement of current law; a list of prohibited behaviors; a complaint process; and a procedure which provides for a confidential investigation of all complaints. The policy shall be given to all employees and clients and shall be posted at all locations where Foundation

conducts business.

15. This instrument and any Addendums or Amendments incorporated herein contain the entire agreement between the parties, and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid and binding; and this Agreement may not be enlarged, modified or altered except in writing signed by the parties and endorsed hereon.

16. Foundation agrees, to the extent applicable, that it shall apply all funds received by it from the Government in accordance with the following investment policy guidelines:

A. Objectives--Capital preservation with surety of income. Reasonable competitive income consistent with high investment quality and purpose of funds. All investments shall comply with state and local law and regulations and any policies described in this Agreement.

B. Investment Funds Management--The governing board may elect to either:

(1) manage its investments through its executive director where the size or complexity of funds to be managed is deemed by the board to be within the training, expertise and/or available time capacity of the executive director and the operating staff;

-or-

(2) utilize the professional investment management facilities of a local bank trust department acting in a fiduciary capacity within the same approved investment policies and federal, state, local and trust laws and regulations. The trust department may utilize its regular short-term 100% U.S. Treasury Fund for daily funds investment. The election of option 1 or 2 should be made consistent with the relative cost incurred and in the case of option 2 the cost shall be competitive among local trust departments.

C. Investment Policies--Safety and Prudence.

(1) Short-term liquidity funds shall be invested in "riskless" investments, i.e., deposits in Kentucky commercial banks or savings and loan associations that are fully federally insured or deposits collateralized by U.S. Treasury securities with a current market value of at least 100%, or in direct obligations of U.S. Treasury securities.

Investments shall be diversified according to maturity in order to

meet projected cash flow needs.

Collateral pledged to secure uninsured deposits shall be held at a federal reserve bank with the receipt providing absolute control by the agency.

- (2) Retirement funds, endowment funds, long-term capital reserve funds and any other special funds may be held and invested by a local bank trust department under investment objectives and diversification in accordance with the individual nature of the funds and pursuant to the "prudent man" investment rule as well as general trust law.
 - (3) All investments shall be reviewed monthly by a finance or investment committee of the agency.
 - (4) Local brokerage firms may hold and invest funds provided that investments are located within Kentucky and are fully insured.
- D. Audit--All investments shall be audited at least annually by independent certified public accountants who shall express an opinion as to whether or not investments during the year audited have conformed with state and local law and regulation and with the approved investment policies.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____
LINDA GORTON, MAYOR

KENTUCKY VETERANS HALL OF FAME

BY: HB Leatherby
ITS: CEO